

1
2
3
4
5 IN THE UNITED STATES DISTRICT COURT
6 FOR THE NORTHERN DISTRICT OF CALIFORNIA
7

8 ANDRE WARD, an individual; ROC NATION
9 SPORTS, LLC, a Delaware Limited Liability
10 Company,

11 Plaintiffs,

12 v.

13 CERTAIN UNDERWRITERS AT LLOYD'S OF
14 LONDON, Subscribing to Certificate No.
15 B1132HGBA15062712; and, INTERNATIONAL
16 SPECIALTY INSURANCE, INC., a North
17 Carolina Corporation,

18 Defendants.
19 _____/

20 AND RELATED CROSS-CLAIMS AND
21 THIRD-PARTY CLAIMS
22 _____/

No. C 18-07551 WHA

**ORDER DENYING
ADMINISTRATIVE MOTION
TO FILE UNDER SEAL**

23 In connection with their opposition to a motion for leave to implead third parties,
24 Plaintiffs filed an administrative motion to file an exhibit under seal (Dkt. No. 99). Specifically,
25 plaintiffs introduce a chain of emails from the various brokers and adjusters involved in the
26 underlying insurance dispute and seek to redact only the email from their retail insurance broker,
27 claiming it exposes confidential clientele information.

28 Because the underlying motion for leave was more than tangentially related to the merits
of the case, “compelling reasons supported by specific factual findings” are required to warrant
sealing. *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1101 (9th Cir. 2016);
Kamakana v. City & Cty. of Honolulu, 447 F.3d 1172, 1178–79 (9th Cir. 2006). Our district

1 further requires that such motions “be narrowly tailored to seek sealing only of sealable
2 material.” C.L.R. 79-5. Supporting declarations may not rely on vague boilerplate language or
3 nebulous assertions of potential harm but must explain with particularity why any document or
4 portion thereof remains sealable under the applicable standard. Requests not narrowly tailored to
5 seek sealing only of sealable material shall be denied.

6 The supporting declaration does not provide compelling, specific reasons to keep this
7 information sealed. Instead, it relies on vague boilerplate language — variously referring to the
8 information as sensitive, closely guarded, confidential, and highly competitive — and nebulous
9 assertions of potential harm: “Any mention of the nature of the relationships and the inner
10 workings of these relationships in the public record has a strong likelihood of creating
11 reputational ripple effects that may be damaging to these businesses.” Finch Decl. ¶ 6. The
12 motion further fails because the proposed redactions are not narrowly tailored to the portion of
13 the email referencing the purportedly sealable clientele information. Rather, plaintiffs seek to
14 scrub the entire email sent by the retail insurance broker, including the broker’s personal
15 identity. To the extent plaintiffs base this motion solely on the broker’s nonparty status, such
16 status will not provide blanket cover. As discussed at the hearing on the underlying motion, the
17 retail broker, although not a party, may play a central role in this dispute. To the extent plaintiffs
18 contend that their broker, as a nonparty, cannot make confidentiality designations, plaintiffs are
19 advised to review the operative protective order granted by Judge Spero (Dkt. No. 50).

20 For the foregoing reasons, plaintiffs’ request is **DENIED**. Plaintiffs shall file a revised
21 version of their exhibit, in comport with this order, on the public docket by **DECEMBER 20 AT**
22 **NOON**.

23
24 **IT IS SO ORDERED.**

25
26 Dated: December 10, 2019.


WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE